

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## SCOPE OF WORK PROVISIONS

FOR

**DRYWALL INSTALLER/LATHER (CARPENTER)**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, YOLO AND YUBA COUNTIES

## 2007-2012 DRYWALL/LATHING MASTER LABOR AGREEMENT

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 19<sup>th</sup> day of JUNE, 2007, extends the current Master Labor Agreement between the Northern California Drywall Contractors Association (NCDCA) and the Carpenters 48 Northern California Counties Conference Board through July 31, 2012 and provides the following modifications to the 2003-2008 NCDCA/Drywall/Lathing Master Labor Agreement:

Agreement shall be effective August 1, 2007 through July 31, 2012.

Wage and fringe benefit increases are as follows:

**R E C E I V E D**

Department of Industrial Relations

JUN 28 2007

July 1/August 1, 2007 -

All Areas - \$2.245

\$1.00 to be allocated to Wages

\$ .995 to be allocated to Health & Welfare

\$ .20 to be allocated to Pension

\$ .05 to be allocated to Vacation

(+.06 to Work fees: see cover letter 6/27/07 from union) *At*

For extended employers, waive \$.50 previously allocated to Building Industry Trust.

Div. of Labor Statistics & Research  
Chief's Office

Area 1: Counties of: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Area 2: Counties of: Monterey, San Benito and Santa Cruz

Area 3: Counties of: Sacramento, Yolo, San Joaquin, Western Placer\*\* and Western El Dorado\*\*

Area 4: Counties of: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba

\*\* Western Placer County includes territory West of and including Highway 49. Western El Dorado County includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

July 1/August 1, 2008 -

All Areas - \$2.80

\$1.50 to be allocated to Wages

\$ .50 to be allocated to Health & Welfare

\$ .50 to be allocated to Pension / \$.25 to be allocated to Senior S/S Pension \*

\$ .25 to be allocated to Vacation

\$ .05 to be allocated to Training

(+.07 to Work fees: (see cover letter of 6/27/07 from union) *At*

January 1, 2009 -

Area 3 - \$.45

\$ .45 to be allocated to Wages

NOTE:

Senior Stroker / Slogger receive 50% BHR of Drywall/Lathing  
and the fringes; H/W  
Annuity + indicated Pension\* amt.  
Standard Fee

G.L.

*Bo WT 1*

**Article 27 (Payment of Wages) – Add the following language:**

An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to Section 31, paragraph 3. Final compensation shall be paid by check.

**Article 29 (Tools and Equipment) – Modify as follows:**

The maximum reimbursement for loss of tools shall be changed from \$500 to \$750.

**Paid Sick Leave Ordinances**

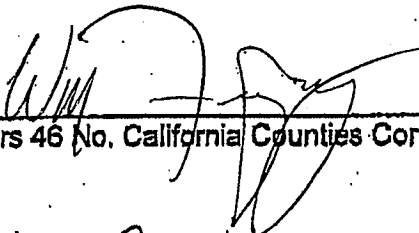
Parties agree to enter into a Letter of Understanding waiving the San Francisco Paid Sick Leave Ordinance and any other city, county or other local ordinance requiring mandatory paid sick leave.

All other terms and conditions of the 2003-2008 Master Labor Agreement by and between the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.



Carpenters 46 No. California Counties Conference Board

6-26-07  
Date



Carpenters 46 No. California Counties Conference Board

6-26-07  
Date

Chris Valery

Northern California Drywall Contractors Association

6-26-07  
Date

Northern California Drywall Contractors Association

Date

31-X-14

**AMENDMENTS AND MODIFICATIONS TO THE DRYWALL / LATHING**  
**46 NORTHERN CALIFORNIA COUNTIES MASTER AGREEMENT**  
**EFFECTIVE DECEMBER 1, 2003 THROUGH JULY 31, 2008**

This Agreement, made and entered into this 1<sup>st</sup> day of December 2003, by and between the NORTHERN CALIFORNIA DRYWALL CONTRACTOR ASSOCIATION (NCDCA), and its respective members, herein referred to collectively as the Contractors Association; and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Regional Council and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement, amends, modifies, supplements, changes, extends, and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, and is effective December 1, 2003.

**TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the 1st day of December, 2003 through the 31st day of July 2008, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July, 2008 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

**Modify provisions of Article 1 (Work and Area Covered) to read as follows:**

D Add: "Tackboard"

E - 5 Asbestos  
Delete paragraph

Add- "The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials."

**Modify provisions of Article 2 (Subcontracting) to read as follows:**

(1) Add - "Signatory" in front of Contractor in first line

(3) Change to read: "Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor who is signatory to this agreement."

**Modify provisions of Article 8 (General Conditions) to read as follows:**

(1) Strike the words: "prima facie"

(3) Update to current Federal Standards.

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**DEC 09 2003**

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Chief's Office

*RAB*

*W7*

(6) The fourth sentence shall be modified to read: "If the Contractor is found to have materially breached the Agreement, which shall be defined as having a liability to its employees or to the Drywall Trust Funds in an amount in excess of \$10,000, which liability is not the result of clerical errors, then the cost of the audit shall be borne by the Contractor."

(7)A Change to read: "***Each General Contractor and sub-contractor*** shall secure the payment..."

(7)A Increase surety bond from \$10,000 to \$20,000.

(7)B Increase fee from \$250 to \$500.

(7)C Add to the end of the sentence: ", whichever is less."

**Modify provisions of Article 9 (Grievance Procedure) to read as follows:**

(3) Increase surety bonding requirement to \$40,000

**Modify provisions of Article 15 (Trust Funds) to read as follows:**

(1)B Add: Effective January 1, 2003, all Trust Fund contributions required to be paid pursuant to this Agreement shall be paid to the Carpenter Funds Administrative Office of Northern California, Inc.

(2)B To Read: The parties agree that all remaining Lather Trust Funds shall be merged into the Carpenters Trust Funds for Northern California on or before June 1, 2004. Until such time the merger takes place, the Employer shall contribute the required amounts pursuant to this Agreement to the Carpenters Fund Administrative Office of Northern California on a single report form, which will then be distributed if necessary to the remaining unmerged Trust Funds. Each individual employer who contributes or is obligated to contribute to any such Trust Fund as required shall be bound to such other Trust Funds or Plans to the same extent as he or it may be bound to the Trust referred to in Section 1@ of this Article.

**Modify provisions of Article 21 (Workday) to read as follows:**

Change paragraph 2 to read:

Upon submission of prior written notice by the individual employer to the appropriate District Office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 7:00 AM and 5:00 PM. The regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between the hours of 6:00 AM and 3:00 PM by written approval of the appropriate District Office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Add new paragraph to read:

A Drywall/Lather shall be entitled to pickup time, which shall be ample time, but not be less than five (5) minutes at the end of each work day. The particular amount of such pickup time shall be dependant upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representative of the individual employer and the Union.



(3) Add: The Employer may, at his/her discretion, provide the required ten (10) minute afternoon break immediately after the thirty (30) minute meal period only in compliance with Wage Order 16.

**Modify provisions of Article 27 (Payment of Wages) to read as follows:**

Add the following sentence to the first paragraph:

Employees, that are required to drive a company vehicle, may be requested to provide a driving record as a condition of obtaining or retaining employment.

**Modify provisions of Article 29 (Tools and Equipment) to read as follows:**

Change first sentence to read:

"Employees shall furnish their own hand tools but shall not furnish, rent or lease: ladders, scaffolds, electric or battery powered drills or screw guns, roto-zips or routers, lasers of any kind, automotive equipment to be used for the purpose of hauling or delivering individual Employer's materials or equipment, or any kind of power operated machines or saws. The Employer shall furnish screw gun tips and shafts as well as bits for routers.

**Modify provisions of Article 32 (Stocking, Scrapping and Clean-up) to read as follows:**

Add new paragraph after the fifth paragraph to read:

Senior Stocker / Scraper: The rate for a Stocker / Scraper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Dues and Annuity.

**Modify Article 33 (Wages and Fringe Benefits) as follows:**

(All wage rates are effective as of August 1<sup>st</sup>, fringe benefit increases are effective July 1<sup>st</sup> of each year.)

July 1, 2003 –

*{Wages/benefits are the same as those contained in the current agreement as allocated by the most recent survey.}*

9 Counties Area

\$1.00 to be allocated to Wages  
\$ .15 to be allocated to Health & Welfare  
\$ .10 to be allocated to Vacation

3 Counties and 34 Counties Areas:

\$ .25 to be allocated to Wages  
\$ .15 to be allocated to Health & Welfare  
\$ .10 to be allocated to Vacation

9 Counties Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma.

3 Counties Area: Monterey, San Benito & Santa Cruz.



34 Counties Area: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo & Yuba.

December 1, 2003 -

All Areas - <\$.71>

For extended employers, waive \$.71 per hour for a seven (7) month period.  
(December 1, 2003 through June 30, 2004):

- \$.49 from Work Fee (Supplemental Dues)
- \$.12 from Industry Promotion
- \$.04 from UBC Health & Safety, UBC National Apprenticeship
- \$.06 from Contract Work Preservation

July 1, 2004 -

All Areas - \$1.80

- \$ .50 to be allocated to Wages
- \$1.00 to be allocated to Health & Welfare
- \$ .15 to be allocated to Pension
- \$ .05 to be allocated to Vacation
- \$ .05 to be allocated to Training
- \$ .05 to be allocated to D./L.L.M.C.C., Inc

Work Fees to be increased by 1/8% to 2.375%

July 1, 2005 -

All Areas - \$2.00

- \$1.00 to be allocated to Wages
- \$ .50 to be allocated to Health and Welfare and up to .25 additional, if necessary\*
- \$ .20 to be allocated to Pension
- \$ .05 to be allocated to Vacation
- \$ .25 to be allocated to Annuity and / or Health and Welfare

\*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to \$.25 shall be contributed by Employers.



July 1, 2006 -

All Areas - \$2.05

\$1.00 to be allocated to Wages  
\$ .50 to be allocated to Health & Welfare  
\$ .15 to be allocated to Pension  
\$ .05 to be allocated to Vacation  
\$ .05 to be allocated to Training  
\$ .05 to be allocated to D./L.L.M.C.C., Inc  
\$ .25 to be allocated to Annuity and / or Health and Welfare

Work Fees to be increased by 1/8% to 2.5%

July 1, 2007 -

All Areas - \$2.00

\$1.00 to be allocated to Wages  
\$ .50 to be allocated to Health and Welfare and up to .25 additional, if necessary\*  
\$ .20 to be allocated to Pension  
\$ .05 to be allocated to Vacation  
\$ .25 to be allocated to Annuity and / or Health and Welfare

\*If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to \$.25 shall be contributed by Employers.

Employers that elect not to extend their agreement with the Union in 2007 shall be required to contribute an additional \$.50 per hour to the Building Industry Trust Fund.

*The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the agreement, excluding the minimum pre-allocated Health & Welfare amounts.*

**The following changes apply to the "\$25 Million Dollar Clause" in the 3 and 34 County areas:**

December 1, 2003

For employers signed to the new agreement, projects with a total base bid value of \$25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this Agreement and prior to August 1, 2004, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at August 1, 2003 rates for the remainder of the project.

August 1, 2004

For projects with a total base bid value of \$50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2004 and prior to August 1, 2007, wage rates for the duration of the project shall be \$3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision.





August 1, 2007

For projects with a total base bid value of \$50 million or more in the 3 and 34 Counties areas, bid or negotiated on or after August 1, 2007, wage rates for the duration of the project shall be the applicable 3 or 34 Counties' wage rates.

**Additional Language Changes:**

The term "Supplemental Dues" shall be changed to "Work Fee".

Add "Willits" to the cities listed in Article 30 (Travel and Subsistence).

Move the provisions setting forth the four designated off days for each year from Article 22 (Work Week) to Article 23 (Holidays).

**The parties agree to amend and extend the following Carpenters Work Preservation Committee decisions, for the duration of the extended Agreement, as follows:**

Private Work- \$2 ~~\$5~~ Million or less

For projects bid or negotiated on or after the effective date of this Agreement, the wage rates on all privately financed construction work coming within the recognized jurisdiction of the Union of ~~\$2,000,000~~ \$5,000,000 or less in the 34 Counties area shall be eighty percent (80%) of the journeyman wage rates set forth in the Master Labor Agreement. Fringe benefits shall be paid in accordance with the Master Labor Agreement.

**The existing Substance Abuse Policy shall be modified as follows:**

The parties agree to allow employers to use, on a voluntary basis, the Avitar or Oratect oral fluid test or an equivalent approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications.

*{Dispatched members who fail this saliva pre- test will be sent for standard urine testing.}*

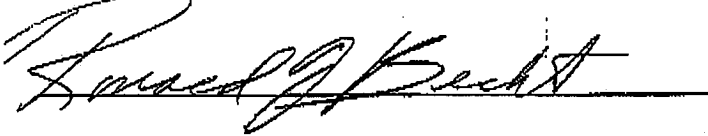
The parties agree to adopt both the post-accident testing and Teamsters Addiction Program (T.A.P.) provisions contained in the Northern California Construction Teamsters Joint Labor-Management Substance Abuse Policy, subject to unilateral management approval. The cost of administration for the T.A.P. shall be provided through an additional contribution by all individual employers to the Health & Welfare Trust.

*{Members who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury shall be subject to testing. The innocent victims of an accident will not be subject to a test unless probable cause exists. T.A.P. is a confidential, comprehensive substance abuse recovery program.}*



All other terms and conditions of the 1999-2004 Master Labor Agreement by and between the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.

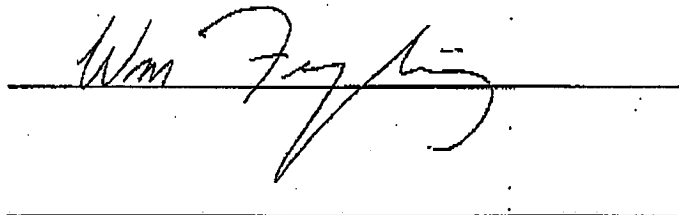
Northern California Drywall Contractors Association



10/31/03  
Date

\_\_\_\_\_  
Date

Carpenters 46 Northern California Counties Conference Board



10-31-03  
Date

\_\_\_\_\_  
Date

**NORTHERN CALIFORNIA**

**DRYWALL/LATHING**

**MASTER AGREEMENT**

**between**

**NORTHERN CALIFORNIA**

**DRYWALL CONTRACTORS**

**ASSOCIATION**

**and**

**CARPENTERS 46**

**NORTHERN CALIFORNIA**

**COUNTIES CONFERENCE**

**BOARD**

**of the**

**UNITED BROTHERHOOD OF**

**CARPENTERS AND JOINERS OF**

**AMERICA AFL-CIO**

**AUGUST 1, 1999 to JULY 31, 2004**

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**JUL 03 2001**

Div. of Labor Statistics & Research  
Chief's Office

**RECEIVED**  
Department of Industrial Relations

**JUL 03 2001**

Div. of Labor Statistics & Research  
Chief's Office

WHEREAS, it is the desire of the parties to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Contractors are assured continuity of operation and the employees and persons employed to perform work covered by this agreement are assured continuity of employment; and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

## ARTICLE I WORK AND AREA COVERED

### (1) Work Covered

The work covered by this Agreement shall include but not be limited to the following described work at the construction job site:

A. The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

B. All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping, of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finish systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

C. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

D. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above-described light iron construction is specifically included in the work covered by this Agreement.

E. (1) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, including polystyrene or substitute materials, whether attached by adhesive or any other method, in connection with "Drivit" or similar interior or exterior wall or ceiling systems, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers, metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

(2) All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

(3) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(4) The placing, handling, moving and erection of all materials which fall within the description of work set forth in this section from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

(5) The removal of asbestos products or materials containing asbestos from any portion or structural component of an existing building.

F. (1) All work operations after the initial unloading of the drywall finisher's material on the job site, including distribution to the point of application.

(2) Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum drywall, thin-wall, concrete, steel, wood and plaster surfaces.

(3) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied including, but not limited to, texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

(4) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

(5) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

The Union understands and recognizes that the Association and its members are signatory to a collective bargaining agreement with the painters covering drywall finishing work. The parties agree that Article I, F shall apply only to those signatory employers who are not signatory to a collective bargaining agreement with the painters covering the drywall finishing work as described in Article I, F of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I, F or to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters covering the drywall finishing work and who chooses to assign that work to the painters.

G. All carpentry work in connection with displays, conventions, trade shows and exhibitions.

H. The provisions of this Article shall not be used or applied in any manner so as to be inconsistent with any applicable provisions of the following Agreements:

(1) 46 Northern California Counties Carpenters Master Agreement;

(2) 12 Southern California Counties Carpenters Master Agreement

I. Should any individual employer, party to this Agreement, perform work as a general contractor, developer, or do any related carpentry work as specified in the local area carpenter master agreements, he or it shall do so under the terms and conditions of the then current appropriate carpenters master agreements in said areas.

#### (2) Area Covered

A. The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. All work performed by a signatory to this Agreement which is performed in the Twelve Southern California Counties must be performed under all the wages, fringes, and all other terms and conditions of the Southern California Drywall/Lathing Master Agreement for work performed in each such area.

## ARTICLE 2 SUBCONTRACTING

(1) A contractor may subcontract any work, including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

(2) The provisions of this Agreement specifically prohibit the use of labor brokers or labor contractors who either, as a subcontractor, furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any contractor.

## ARTICLE 32 STOCKING, SCRAPPING AND CLEAN-UP

It shall not be a violation of Article 1 (Work and Area Covered) and Article 2 (Subcontracting) of this Agreement for a contractor to purchase materials on the basis of a price which includes the transportation and stocking from a manufacturer, distributor, or dealer.

This shall not be interpreted to mean that a direct relationship between the Employer and the stocking contractor shall be exempt from this Article.

The rate for stockers, scrappers, clean-up men, truck and forklift drivers shall be as follows:

50% of journeyman rate plus Health and Welfare, Vacation and Supplemental Dues contributions only:

One (1) probationary stocker-scrapper may be hired when an employer has a stocker-scrapper employed. The probationary stocker-scrapper rate shall be 40% of the applicable journeyman rate plus health and welfare contributions only for a probationary period of six (6) months after which the employee will be advanced to stocker-scrapper status. The probationary stocker-scrapper must work under the supervision of a stocker-scrapper. An Employer may hire an additional probationary stocker-scrapper for the next two (2) stocker-scrappers on his payroll or for each two (2) thereafter.

Stocker-scrappers and/or probationary stocker-scrappers' job duties shall include the placing of materials on job sites or at the shop, moving of materials at job sites, removing scrap construction materials from job sites, disposal of scrap construction materials, scraping of floors, driving scrap truck to or from the shop or disposal sites, and doing general clean-up work at job sites. Stocker-scrappers shall at no time wear or use any tools of the trade including, but not limited to, tool belts, pouches, screw guns, snips of any kind, saws of any kind, routers, power actuated tools, drywall knives, t-squares, plumb bobs, chalk lines, hammers, hatchets, or measuring tapes. The only exception to the use of a tool would be the use of a knife, snips, or nippers to facilitate the opening of bundles or cartons of materials to be placed on the job site. They shall not do any type of construction work that is traditionally done by drywall/lathers and/or apprentice drywall/lathers.

Any employee transferring from the Stocker/Scrapper and Clean-up classification into the Drywall/Lather Apprenticeship Program as described in Article 13 (Drywall and Lather Apprentice Program) of this Agreement shall not suffer a loss of any wages or fringe benefits in the transfer.

## ARTICLE 33 WAGE AND FRINGE BENEFIT RATES

The following shall be the classification and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

A. Nine (9) Counties Area consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma:

Effective	8-01-99
Journeyman	\$27.00
Scrapper-Stocker 50%	\$13.50
Probationary Scrapper-Stocker 40%	\$10.80

B. Thirty-Four (34) Counties Area consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba:

Effective August 1, 1999, the following journeymen wage rates shall apply to projects with a total project value of less than twenty-five million dollars (\$25,000,000) and to projects which are not covered under the provisions of Article 33 B:

Effective	8-01-99
Journeyman	\$23.02
Stocker/Scrapper 50%	\$11.51
Probationary Stocker/Scrapper 40%	\$ 9.21

Effective August 1, 1999, the following journeymen wage rates shall apply on new public and private projects with a total base bid project value of twenty-five million dollars (\$25,000,000) or more, with the exception of wood frame residential construction of three (3) stories or less. These rates shall not apply to public works projects until such time

STOCKER  
SCRAPPER